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ALBERT D. SEENO, JR. and ALBERT D. SEENO
CONSTRUCTION CO.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALBERT D. SEENO, JR. and ALBERT D.
SEENO CONSTRUCTION CO., a
California limited partnership,

Plaintiffs,

v.

DISCOVERY BUILDERS, INC., a
California corporation, DISCOVERY
REALTY, INC., a California corporation,
and SEENO HOMES, INC., a California
corporation,

Defendants.

Case No.

**ALBERT D. SEENO, JR. and ALBERT D.
SEENO CONSTRUCTION CO.'S
COMPLAINT FOR DAMAGES AND
INJUNCTION**

1. Trademark Infringement
2. False Designation of Origin
3. False Designation of Origin

DEMAND FOR JURY TRIAL

1 Plaintiffs ALBERT D. SEENO, JR. and ALBERT D. SEENO CONSTRUCTION CO.
2 (collectively “Plaintiffs”) allege as follows:

3 **THE PARTIES**

4 1. ALBERT D. SEENO, JR. is an individual residing in Contra Costa County,
5 California at all times relevant hereon. Albert D. Seeno, Jr. is also a director majority voting
6 shareholder of Albert D. Seeno Construction Co., Inc., Managing General Partner of Plaintiff Albert
7 D. Seeno Construction Co., a California limited partnership, formed in 1960.

8 2. ALBERT D. SEENO CONSTRUCTION CO. is a California limited partnership
9 (“**ADSCO, LP**”).

10 3. Defendant DISCOVERY BUILDERS, INC. (“**DBI**”) is a California corporation,
11 with its principal place of business in Contra Costa County, California.

12 4. Defendant DISCOVERY REALTY, INC. (“**Discovery Realty**”) is a California
13 corporation, with its principal place of business in Contra Costa County, California.

14 5. Defendant SEENO HOMES, INC. (“**SHI**”) is a California Corporation, with its
15 principal place of business in Contra Costa County, California.

16 6. Plaintiffs are informed and believe, and based thereon allege, that each of the
17 Defendants was the agent, employee, and/or alter-ego of each of the other remaining Defendants
18 and, at all times relevant hereto, acted within the course and scope of such agency and/or
19 employment.

20 **VENUE, JURISDICTION AND DIVISIONAL ASSIGNMENT**

21 7. The Court has subject matter jurisdiction over this action under 15 U.S.C. §§ 1121
22 and 1125(d) (trademark claims), 28 U.S.C. § 1331 (federal subject matter jurisdiction), 28 U.S.C.
23 §§ 1338(a) (trademark actions) and (b) (unfair competition claim joined with a substantial and
24 related trademark claim). This civil action includes counts for infringement of a trademark under
25 section 43(a) of the Lanham Act and unfair competition as joined with a substantial and related
26 trademark claim.

27 8. Plaintiffs are informed and believe, and based thereon allege, that the Court has
28 personal jurisdiction over defendants because each is organized under California law, has its

principal place of business and conducts business within the State of California and within the bounds overseen by the Northern District of California.

9. Plaintiffs are informed and believe, and based thereon allege, that the Court has personal jurisdiction over Discovery Realty because it is organized under California law, has its principal place of business and conducts business within the State of California and within the bounds overseen by the Northern District of California.

10. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c).

11. Because this matter is an Intellectual Property Action, there is no basis for assignment to a particular location or division of the Court pursuant to Civil L.R. 3-2(c).

GENERAL ALLEGATIONS

12. Plaintiffs ALBERT D. SEENO, JR and ADSCO, LP are the owners of certain registered trademarks, service marks, logos, and commercial symbols used by ADSCO, LP (collectively, the “**Marks**”)

13. The marks owned by Plaintiff, ALBERT D. SEENO, JR. include:

- a. A service mark and associated logo: “Seenohomes Building since 1938,” (“**1938 Mark**”) which has been used by Albert D. Seeno Construction Co. since at least 2008:



On April 1, 2022, Plaintiff Albert D. Seeno, Jr. filed an application to register the mark with the United States Patent and Trademark Office (Serial No. 97343194).

- b. A service mark: “Albert D. Seeno Construction Co.” (“**ADSCC Mark**”) This mark has been used by Plaintiffs since at least 1960. On April 1, 2022, Plaintiff Albert D. Seeno, Jr. filed an application to register the mark with the United States Patent and Trademark Office (Serial No. 97343173).

1 14. ADSCO, LP is the owner of a service mark: “Seeno Homes” (“**Seeno Homes**
2 **Mark**”) which was registered with United States Patent and Trademark office in 1997 (Registration
3 No. 2053961) and with the California Secretary of State under California Business & Professions
4 Code section 14217 in 2003 (Registration No. 58072). However, the mark has been in use by
5 ADSCO, LP since at least 1993. ADSCO, LP has also used the name as its registered fictitious
6 business name.

7 15. ADSCO, LP is a residential construction company that was founded in 1938 by
8 Albert D. Seenno, Sr., father of Plaintiff Albert D. Seenno, Jr. Under Albert D. Seenno, Jr.’s ownership,
9 direction, and leadership, it has developed into a highly successful residential development and
10 construction enterprise. ADSCO, LP is one of the largest and best-known home builders in the
11 Northern California area. It has made substantial sales under the Marks, which are extremely
12 valuable assets.

13 16. DBI was formed in 1998 by Plaintiff’s eldest son, Albert D. Seenno, III (“**ADS3**”).
14 On information and belief, DBI is owned by ADS3 and his business partners, and ADS3 and his
15 business partners are its directors. Since approximately 2004, DBI has provided construction
16 management services to certain projects owned by ADSCO, LP. Additionally, DBI has also
17 developed and constructed its own real estate projects separate from those owned by ADSCO, LP.

18 17. Discovery Realty was formed in 2005 by ADS3. On information and belief, it is
19 owned by ADS3 and his business partners, and ADS3 and his business partners are directors of
20 Discovery Realty. Discovery Realty is a real estate broker licensed by the State of California
21 Department of Real Estate.

22 18. SHI was formed in 2019 by ADS3. On information and belief, SHI is owned by
23 ADS3 and his business partners, who are on information and belief, also the directors of SHI.

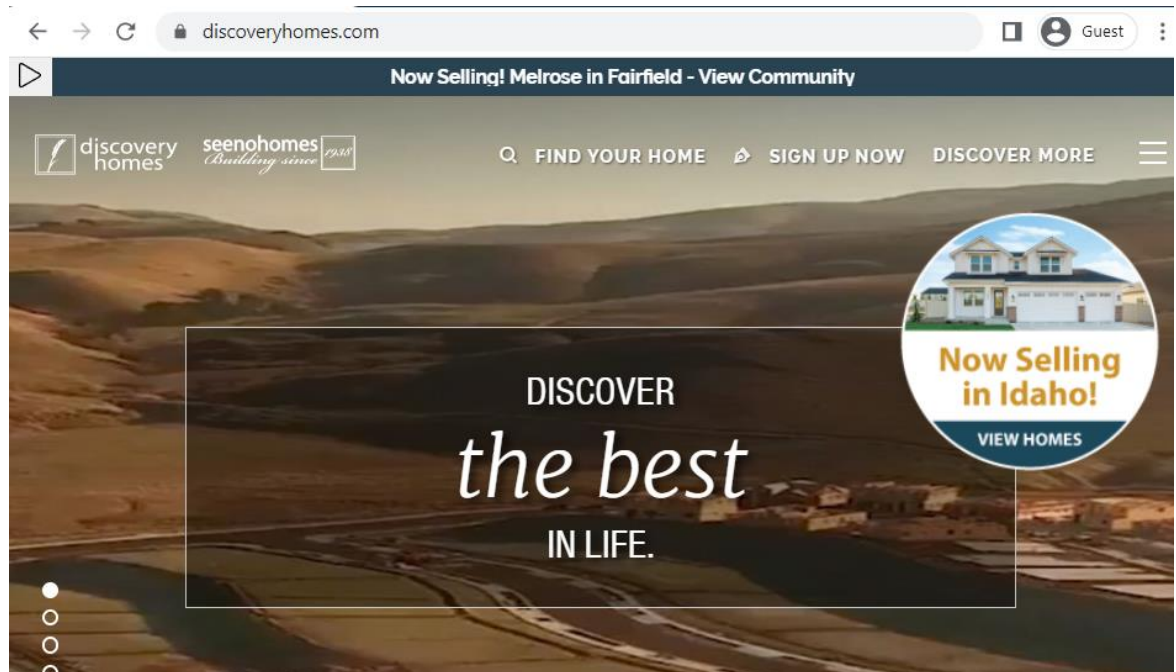
24 19. For many years, ADSCO, LP had its own website, seenohomes.com, which it used
25 to advertise residential communities ADSCO, LP had developed and homes it had for sale,
26 communicate with the public, and build and maintain ADSCO LP’s brand, image, and reputation.

27 20. In its construction management role DBI managed the seenohomes.com website,
28 but maintained DBI’s own separate website, discoveryhomes.com, although both seenohomes.com

1 and discoverybuilders.com had links to the website of the other. On information and belief,
2 discoveryhomes.com is an Internet domain name registered to DBI.

3 21. For at least four years and continuing up to the present date, although ADSCO, LP
4 continues to hold the registered domain name “seenohomes.com”, persons who enter the web
5 address “seenohomes.com” are instead redirected to discoveryhomes.com. On information and
6 belief, this was accomplished by DBI or at its direction using its control over the website obtained
7 through DBI’s construction management agreement.

8 22. For at least four years and continuing up to the present date, the discoveryhomes.com
9 website has maintained prominently on every page the 1938 Mark and associated logo. An example
10 of this use on discoveryhomes.com follows:



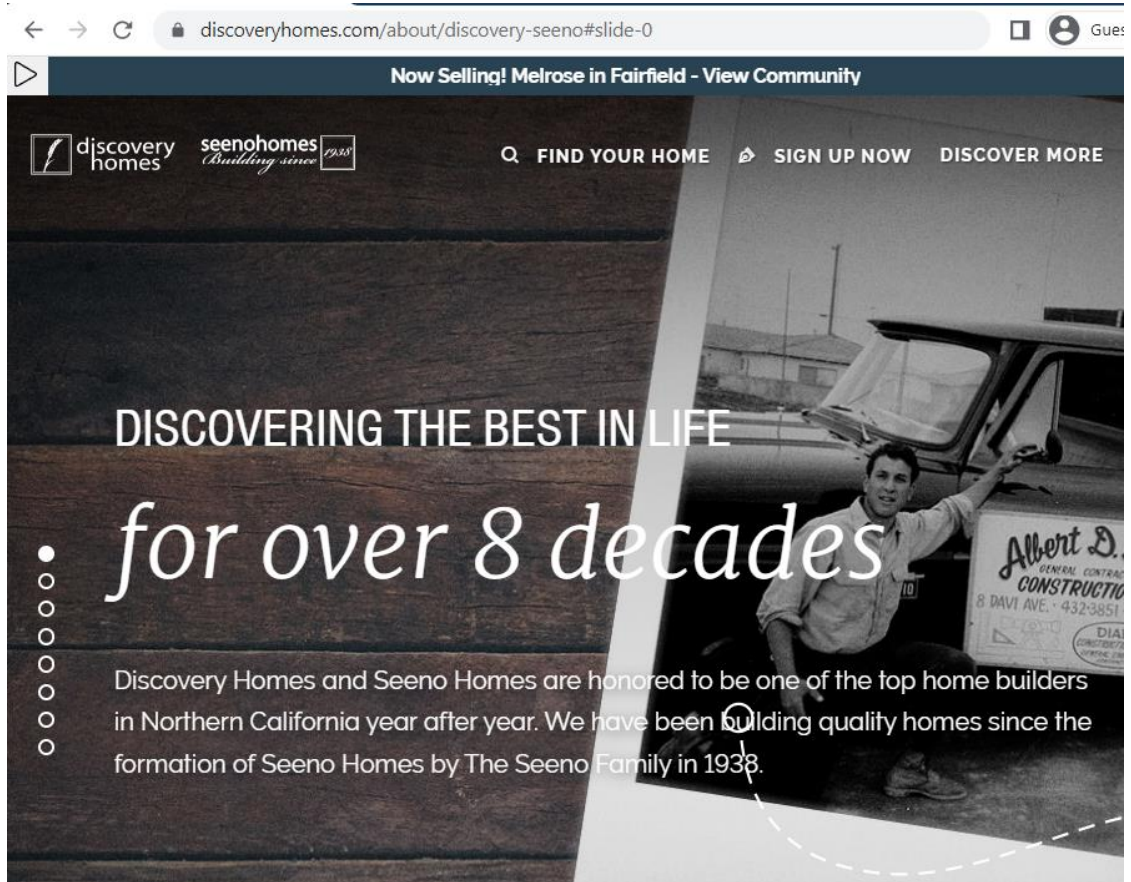
22

23 23. Discoveryhomes.com further includes an “about” page (discoveryhomes.com/
24 about/discovery-seeno) that in addition to including the 1938 Mark and associated logo, also uses
25 the Seeno Homes mark. This use deliberately blurs the line between ADSCO, LP and Defendants.
26 Further, at times content on discoveryhomes.com even refers to ADSCO, LP and Discovery Homes
27 as a single company, for example:

28

Discovery Homes and Seeno Homes are honored to be one of the top home builders in Northern California year after year. We have been building quality homes since the formation of Seeno Homes by The Seeno Family in 1938.

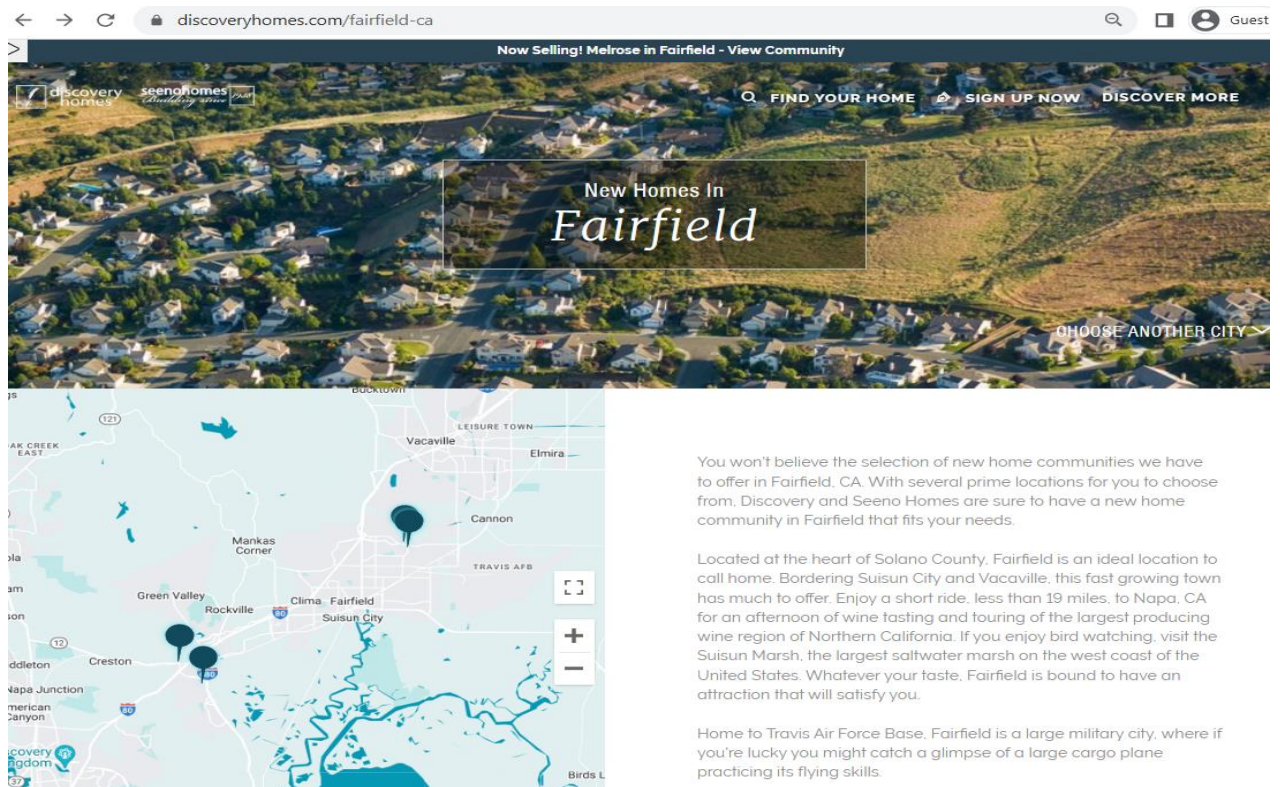
(<https://www.discoveryhomes.com/about/discovery-seeno#slide-0>)

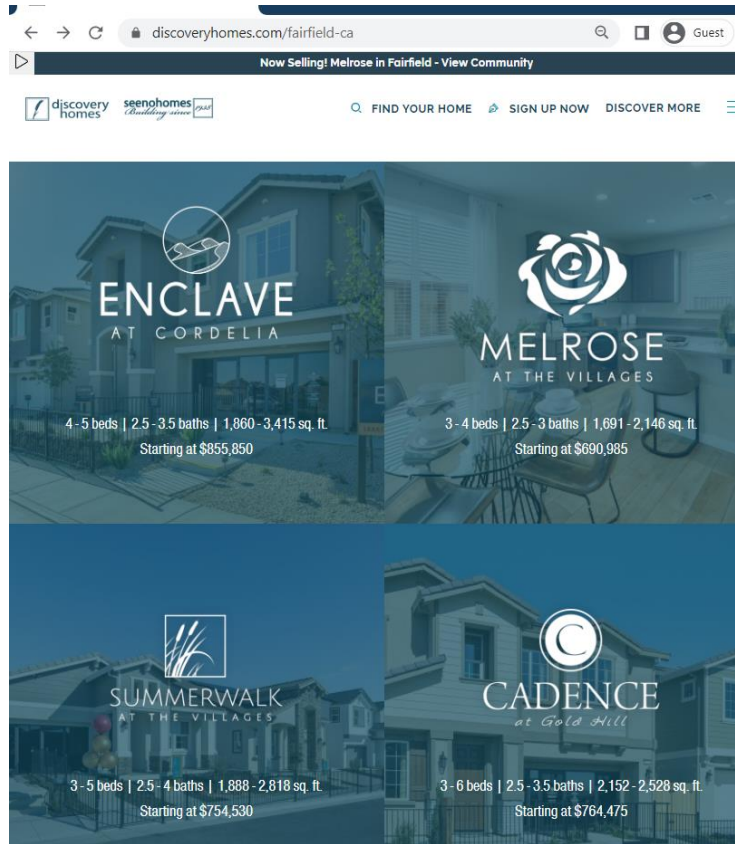


24. The use of Plaintiffs' Marks is also apparent on the "Terms and Conditions" page (<https://www.discoveryhomes.com/terms-and-conditions>) and "Privacy Policy" page (<https://www.discoveryhomes.com/privacy-policy>) of the [discoveryhomes.com](https://www.discoveryhomes.com) website. For example, the Terms and Conditions page falsely asserts that the website is "operated by Discovery Builders, Inc., Albert D. Seeno Construction Co., Discovery Realty, Inc., Seeno Homes, Discovery Homes, and their affiliates. (The terms "we", "us" and "our" refer to Albert D. Seeno Construction Co., Discovery Builders, Inc., Discovery Homes, Seeno Homes, Discovery Realty, Inc., and their affiliated companies.)"

25. The discoveryhomes.com website includes real estate listings and promotions for numerous residential developments constructed by ADSCO, LP. However, the website also includes listings for numerous residential developments that are unaffiliated with ADSCO, LP and on information and belief are projects developed by DBI and affiliated companies owned by ADS3 and sold through its brokerage arm, Discovery Realty. Among these are a development in Ada County, Idaho known as Sterling Heights and a project in Chico, California known as Meadowbrook Ranch, both of which are on information and belief owned by and/or developed by DBI and/or affiliated companies owned by ADS3.

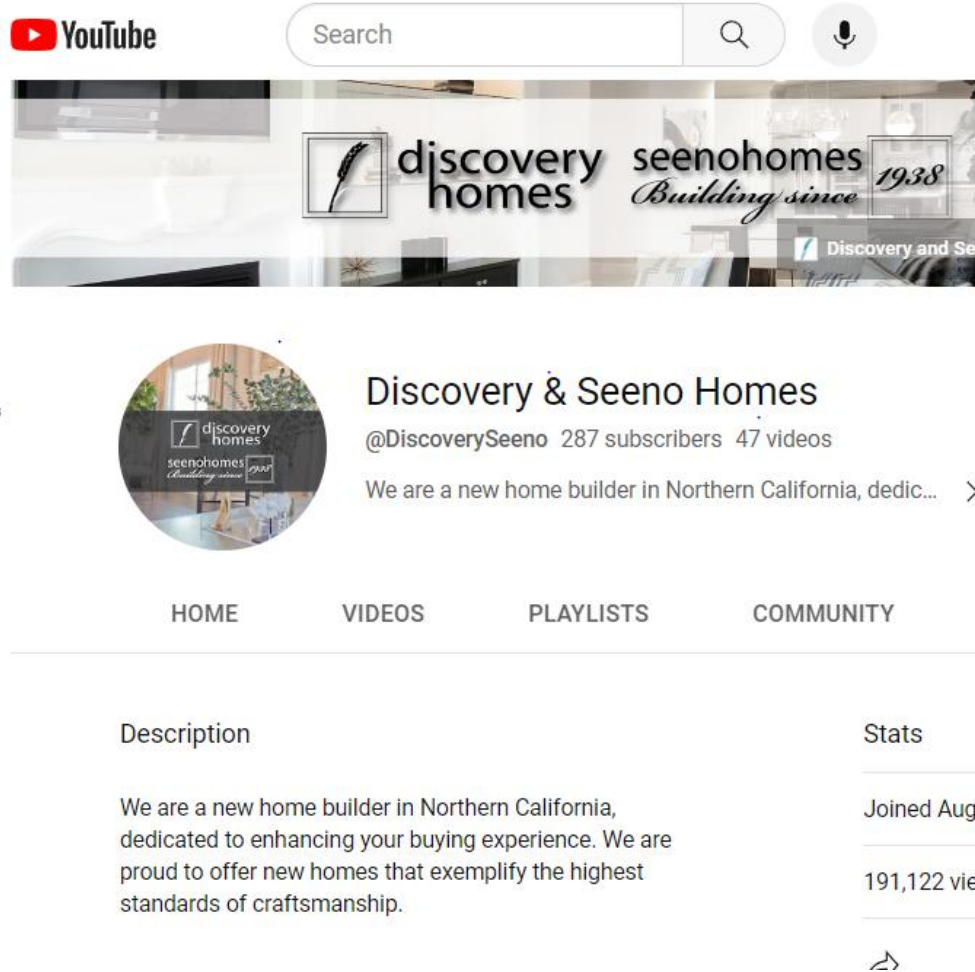
26. Additionally, for at least one community, ADSCO, LP and Defendants have competing residential developments that are listed side-by-side on the discoveryhomes.com website as if there is no difference between them. Exemplar images from discoveryhomes.com follow:





27. By redirecting traffic to seenohomes.com to DBI's own website, and through DBI's conspicuous and ubiquitous use of Plaintiffs' Marks and language implying that ADSCO, LP and Defendants are effectively indistinguishable, Defendants cause potential customers and the public at large to be confused about their separate nature. Defendants' acts further allow them to take advantage of ADSCO, LP's reputation and the goodwill attached to ADSCO, LP's name and the Marks in order to promote DBI's own residential developments and interests.

28. The 1938 Mark and associated logo and the "Seeno Homes" mark are also prominently displayed on a YouTube channel labeled "Discovery & Seeno Homes," maintained by a user identified as @Discoveryseeno (<https://www.youtube.com/@DiscoverySeeno>). On information and belief, @Discoveryseeno is an identifier used and controlled by DBI. On information and belief, the "Discovery & Seeno Homes" YouTube channel has been in existence for at least four years, continuing up through and including the present. An example of the use of Plaintiffs' Marks on the "Discovery & Seeno Homes," YouTube channel follows:



29. As with the discoveryhomes.com website, the YouTube page also deliberately blurs the distinction between ADSCO, LP and Defendants, treating them as a de facto single entity with the description “We are a new home builder in Northern California, dedicated to enhancing your buying experience (<https://www.youtube.com/@DiscoverySeeno/about>). As in the case of the discoveryhomes.com website, the YouTube channel prominently promotes various residential developments owned, developed and/or sold solely by Defendants and their affiliated, such as the project referred to as the Willow Terrace Townhomes in Concord, California, which was, on information and belief, developed and constructed by DBI.

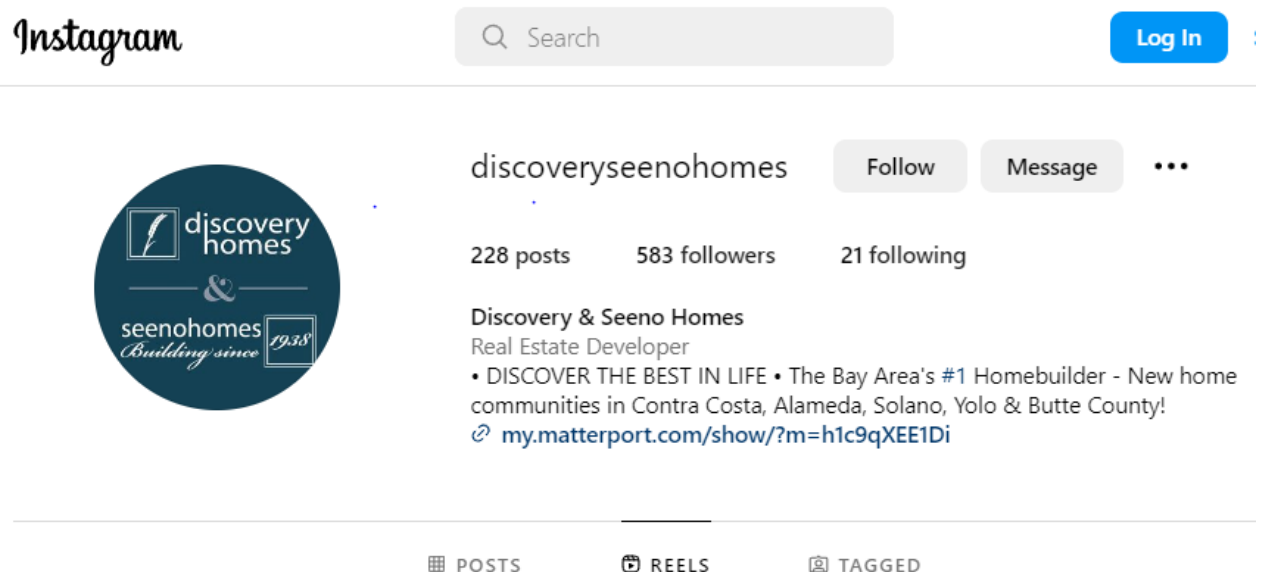
30. As in the case of discoverybuilders.com, by utilizing Plaintiffs’ Marks, referring to Defendants and ADSCO, LP as effectively a single entity, Defendants create confusion for ADSCO, LP’s potential customers and for the public at large regarding the relationship between the

companies. Furthermore, Defendants' use of Plaintiffs' marks on the You Tube page held by @discoveryseeno allows Defendants to take advantage of ADSCO, LP's reputation and the goodwill attached to ADSCO, LP's name and Marks in order to promote and sell DBI's own residential developments.

31. On information and belief, Defendants maintain an Instagram feed under the name: "discoveryseenohomes." (<https://www.instagram.com/discoveryseenohomes/?hl=en>)

32. The 1938 Mark and associated logo are prominently displayed on the "discoveryseenohomes" Instagram feed, including as part of the "avatar photo" for the Instagram feed. The Seeno Homes Mark appears in numerous items of content found on the Instagram feed for discoveryseenohomes. On information and belief, this content has been present on the discoveryseenohomes Instagram feed for at least four years, continuing through the present.

33. As with the discoveryhomes.com website, the Instagram feed for discoveryseenohomes prominently promotes various residential developments owned and sold solely by Defendants such as the residential development in Ada County, Idaho known as "Sterling Heights." It also seeks to eliminate the distinction between ADSCO, LP and Defendant by referring to them together as the "Bay Area's #1 Homebuilder." An example of this follows:

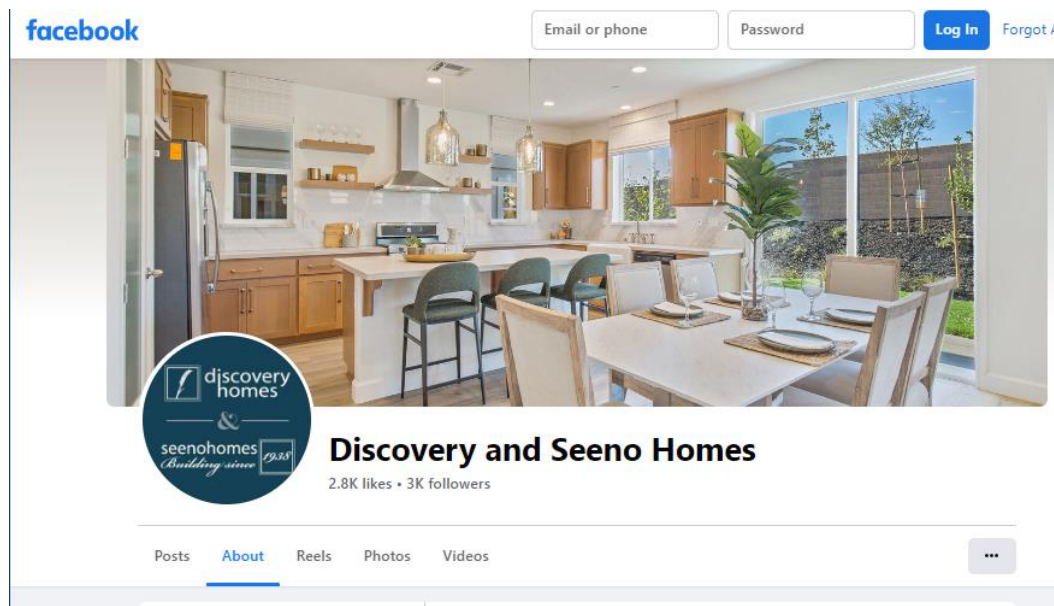


34. As in the case of discoveryhomes.com, by utilizing Plaintiffs' Marks, referring to Defendants and ADSCO, LP as effectively a single entity, Defendants create confusion for ADSCO,

1 LP's potential customers and for the public at large regarding the relationship between the
2 companies.

3 35. Furthermore, Defendants' use of Plaintiffs' Marks on the Instagram feed held by
4 discoveryseenohomes allows Defendants to take advantage of ADSCO, LP's reputation and the
5 goodwill attached to ADSCO, LP's name and Marks to promote and sell DBI's own residential
6 developments.

7 36. The 1938 Mark and associated logo are also prominently displayed on a Facebook
8 page maintained under the name "Discovery and Seeno Homes"
9 (<https://www.facebook.com/discoveryandseenohomes?ref=ts&fref=ts>). The 1938 Mark and
10 associated logo is even used as the "avatar photo" for the "Discovery and Seeno Homes" Facebook
11 page. The Seeno Homes Mark appears in numerous items of content found on the "Discovery and
12 Seeno Homes" Facebook page. On information and belief, this content has been present on the
13 "Discovery and Seeno Homes" Facebook page feed for at least four years, continuing through the
14 present. Images showing examples of these uses follow:



rebook

Email or phone

Password

Log In

Forgot Account



Discovery and Seeno Homes

...

Contact and basic info

Page transparency

Details About Discovery and Seeno Homes

DISCOVERING THE BEST IN LIFE FOR OVER 8 DECADES

Discovery Homes and Seeno Homes are honored to be one of the top home builders in Northern California year after year. We have been building quality homes since the formation of Seeno Homes by Albert D. Seeno, Sr. in 1938. Seeno Homes continued to flourish and grow under the leadership of his son, Albert D. Seeno Jr and in 1997 Discovery Homes was established by third generation Albert D. Seeno III with the dream to carry forward a tradition of quality and excellence to be handed down from generation to generation. Both Discovery and Seeno Homes were founded with strong family roots and we continue to bring the same dedication, commitment, and quality workmanship to each new home that is built. The continued dream and vision of the owners is to provide the best hand crafted homes, period. With over 50,000 homes built, they continue to strive to build the perfect home that meets the needs of all types of families.

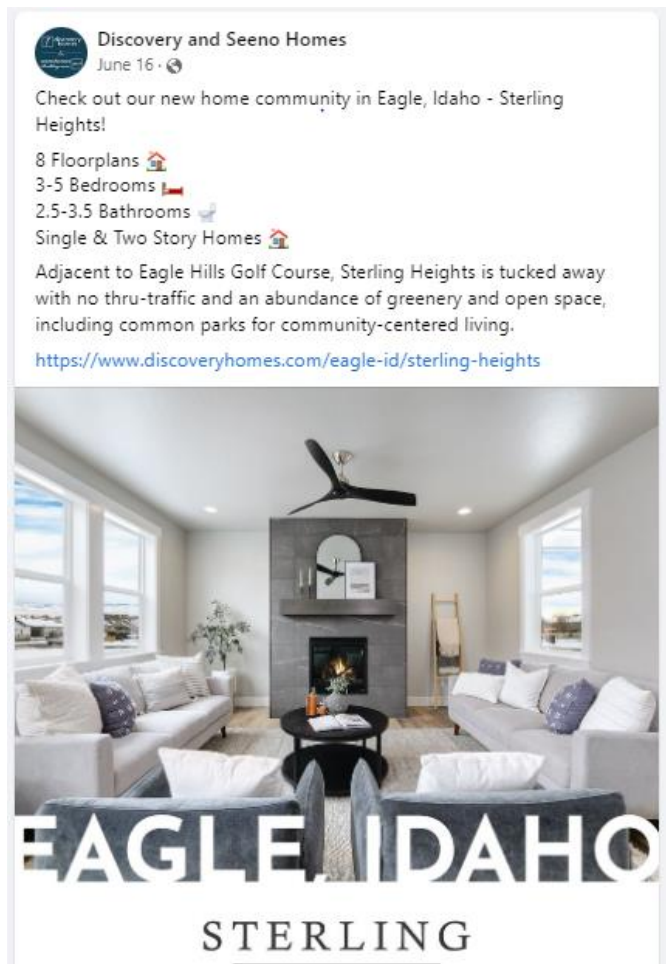
We are dedicated to embodying the idea of the Discovery Difference, a mission to enhance your buying experience and offer new homes that exemplify the highest standards of craftsmanship. Each of our current and upcoming new home communities throughout Northern California and beyond has its own distinctive character and is set in some of the most sought-after locations. These locations include Oakley, Brentwood, Pittsburg, Concord, Oakland, Fairfield, Vacaville, West Sacramento and Chico. Recently we have even expanded outside of California to Sparks, Nevada. Our sensitive approach to design results in homes that are practical yet possess a timeless elegance. Countless room and design options in each home allow homebuyers to customize their home so it is tailored to fit their family's particular needs.

Through the years, homebuyers have maintained a pride of ownership in each Discovery and Seeno neighborhood that is unparalleled in the industry. In order to make the entire home buying process a simple and pleasant experience, Discovery and Seeno Homes offers multiple services to aid your home purchase. We work with a select group of cooperating lenders that are available onsite at our communities. Additionally, you have the luxury of visiting our Discovery Design Center where you can customize the details of your dream home. With these partnerships Discovery Homes and Seeno Homes are proud to make "one stop" home shopping a reality.

As for customer service, they strive to make your home-buying experience simple, efficient and enjoyable. We are motivated by the sincere desire to enhance the lives of our homebuyers and to create a place you are proud to call home. Visit a Discovery or Seeno Homes community today where you can experience for yourself how eight decades of quality craftsmanship allows you to discover the best in life.

Moderation Policy: While we encourage lively discussion in this community, we

37. On information and belief, the “Discovery and Seeno Homes” Facebook page was created and is maintained by Defendants. It includes a link to the discoveryhomes.com website. As with the discoveryhomes.com website, “Discovery and Seeno Homes” Facebook page prominently promotes various residential developments owned and sold solely by Defendants such as the residential development in Ada County, Idaho known as “Sterling Heights” and another in Oakley known as Pheasant Meadows. Images containing examples from the “Discovery and Seeno Homes” Facebook page follow:





38. As in the case of discoveryhomes.com, by utilizing Plaintiffs' Marks on the "Discovery and Seeno Homes" Facebook page and referring to Defendants and ADSCO, LP as effectively a single entity, Defendants create confusion for ADSCO, LP's potential customers and for the public at large regarding the relationship between the companies.

39. Furthermore, Defendants' use of Plaintiffs' Marks on the "Discovery and Seeno Homes" Facebook page allows Defendants to take advantage of ADSCO, LP's reputation and the goodwill attached to ADSCO, LP's name and Marks in order to promote and sell DBI's own residential developments.

FIRST CLAIM FOR RELIEF

Trademark Infringement Under the Lanham Act, 35 U.S.C. §1115(a)

(By Plaintiffs Against All Defendants)

40. Plaintiffs reallege and incorporate herein by this reference the allegations of paragraphs 1 through 39 above as though fully set forth below.

1 41. The Marks are valid, protectable marks owned by Plaintiffs, and the primary
2 significance of which is that they are known by the consuming public as a source indicator for
3 Plaintiffs' products and services.

4 42. Defendants' unauthorized use of the Marks in connection with home sales,
5 residential home construction and development is confusingly similar to the use of Plaintiffs' Marks
6 for identical purposes. The use by Plaintiffs, on the one hand, and by Defendants, on the other hand,
7 of the Marks is aimed at the same class of consumer, namely, potential homebuyers.

8 43. Defendants' unauthorized use of the Marks are likely to cause confusion, to cause
9 mistake, or to deceive consumers into falsely believing that Defendants' business and Plaintiffs'
10 business have the same ownership or are the same businesses, and/or that Defendants' business is
11 in some way sponsored by or connected or affiliated with Plaintiffs within the meaning of 15 U.S.C.
12 § 1125.

13 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew,
14 or should have known, of Plaintiffs' rights to the Marks, and that Defendants' unauthorized adoption
15 and continued use of Plaintiffs' Marks was knowing, willful, deliberate, and done with the intention
16 of trading upon the goodwill built up by Plaintiffs. Defendants' actions and omissions make this an
17 exceptional case within the meaning of 15 U.S.C. § 1117.

18 45. Defendants' unauthorized use of the Marks has caused, and unless restrained and
19 enjoined by this Court will continue to cause, substantial, immediate, and irreparable injury to
20 Plaintiffs' business, reputation, and goodwill for which Plaintiffs are without an adequate remedy
21 at law. Plaintiffs are therefore entitled to injunctive relief as against Defendants in connection with
22 said unauthorized use.

23 46. As a direct and proximate result of Defendants' unauthorized adoption and continued
24 use of Plaintiffs' Marks, Plaintiffs have suffered and are continuing to suffer injury, loss, and
25 damages in an amount to be proven at trial. Based on such conduct, Plaintiffs are entitled to
26 injunctive relief, monetary damages, and other remedies provided by Sections 1116, 1117, and
27 1118 of the Lanham Act, including Defendants' profits, treble damages, reasonable attorneys' fees,
28 costs, and prejudgment interest.

WHEREFORE, Plaintiffs seek relief against Defendants as set forth below.

SECOND CLAIM FOR RELIEF

False Designation of Origin Under the Lanham Act, 15 U.S.C. § 1125(a)

(By Plaintiffs Against All Defendants)

47. Plaintiffs reallege and incorporate herein by this reference the allegations of paragraphs 1 through 46 above as though fully set forth below.

48. Defendants' unauthorized use of the Marks constitutes false designation of origin, false or misleading description, and/or false or misleading representation.

49. Defendants' unauthorized use of the Marks so resembles the Plaintiffs' identical Marks in connection with the same goods and services as to be likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connections, or association of Defendants with Plaintiffs, and as to origin sponsorship, or approval of Defendants' goods and other commercial activity within the meaning of 15 USC § 1125(a).

50. Such false designation, description, and/or representation by Defendants constitutes unfair competition and is an infringement of Plaintiffs' rights in the Marks in violation of the Lanham Act, 15 U.S.C. § 1125(a).

51. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times Defendants knew, or should have known, of Plaintiffs' rights in and to the Marks and that said Marks are a source indicator of Plaintiffs' products and services, and Defendants' false description, false representation, and false designation of origin were knowing, willful, and deliberate, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

52. By the lessening of the goodwill associated with Plaintiffs' business conducted in connection with the Marks, Plaintiffs have been injured as a result of Defendants' false and misleading advertisement, promotion, and use of the Marks.

53. Defendants' unauthorized use of the Marks has caused, and unless restrained and enjoined by this Court will continue to cause, substantial, immediate, and irreparable injury to Plaintiffs' business, reputation, and goodwill for which Plaintiffs are without an adequate remedy at law.

54. As a direct and proximate result of Defendants' unauthorized adoption and continued use of the Marks, Plaintiffs have suffered, and are continuing to suffer, injury, loss, and damages in an amount to be proven at trial. Based on the actions and omissions of Defendants, Plaintiffs are entitled to injunctive relief, monetary damages, and other remedies provided by Sections 1116, 1117, and 1118 of the Lanham Act, including Defendants' profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.

THIRD CLAIM FOR RELIEF

False Designation of Origin Under the Lanham Act, 15 U.S.C. § 1125(a)

(By ADSCO, LP Against SHI)

55. Plaintiffs reallege and incorporate herein by this reference the allegations of paragraphs 1 through 54 above as though fully set forth below.

56. Defendant SHI's unauthorized use of the Seeno Homes Mark constitutes false designation of origin, false or misleading description, and/or false or misleading representation.

57. Defendant SHI's unauthorized use of the Seeno Homes Mark so resembles the identical Seeno Homes Mark in connection with the same goods and services as to be likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connections, or association of SHI with ADSCO, LP, and as to origin sponsorship, or approval of Defendants' goods and other commercial activity within the meaning of 15 USC § 1125(a).

58. Such false designation, description, and/or representation by SHI constitutes unfair competition and is an infringement of Plaintiff's rights in its Seeno Homes Mark in violation of the Lanham Act, 15 U.S.C. § 1125(a).

59. Plaintiff is informed and believes, and based thereon alleges, that at all relevant times SHI knew, or should have known, of Plaintiff's rights in and to the Seeno Homes Mark and that said mark is a source indicator of ADSCO, LP's products and services, and Defendant's false description, false representation, and false designation of origin were knowing, willful, and deliberate, making this an exceptional case within the meaning of 15 U.S.C. § 1117.

60. By the lessening of the goodwill associated with ADSCO, LP's business conducted in connection with the Seeno Homes Mark, ADSCO, LP has been injured as a result of SHI's false and misleading advertisement, promotion, and use of the Seeno Homes Mark.

61. SHI's unauthorized use of the Seeno Homes Mark has caused, and unless restrained and enjoined by this Court will continue to cause, substantial, immediate, and irreparable injury to ADSCO, LP's business, reputation, and goodwill for which ADSCO, LP is without an adequate remedy at law.

62. As a direct and proximate result of SHI's unauthorized adoption and continued use of the Seeno Homes Mark, ADSCO, LP has suffered, and is continuing to suffer, injury, loss, and damages in an amount to be proven at trial. Based on the actions and omissions of SHI, Plaintiff is entitled to injunctive relief, monetary damages, and other remedies provided by Sections 1116, 1117, and 1118 of the Lanham Act, including SHI's profits, treble damages, reasonable attorneys' fees, costs, and prejudgment interest.

WHEREFORE, Plaintiff seeks relief against SHI as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them, as follows:

1. For a permanent injunction restraining Defendants, along with their officers, agents, servants, employees, representatives, assigns, subsidiaries and all other persons in active concert with them from:

(a) Using the Marks, or any trademark or service mark that is confusingly similar to the Marks as the whole or any part of a business name in connection with residential construction, sales or development;

(b) Using the Marks, or any trademark or service mark that is confusingly similar to the Marks in the advertising, sale or promotion of residential construction, sales, or development;

(c) Holding out in any manner that SHI's goods or services are in any way sponsored by, associated with, connected to, or affiliated with Plaintiffs or their business.

(d) That Defendants be required to make an accounting to Plaintiffs and be directed to pay over to Plaintiffs all gains, profits, and advantages realized by Defendants from the advertisement and/or sale of goods and/or services bearing the infringing designation, pursuant to 15 U.S.C. § 1117.

2. That Defendants be directed to pay to Plaintiffs all damages suffered by Plaintiffs, pursuant to 15 U.S.C. § 1117;

3. That Defendants be directed to pay all Plaintiff's reasonable attorneys' fees and all costs connected with this action, pursuant to 15 U.S.C. § 1117;

4. That Defendants be directed to restore and release full administrative access rights to the seenohomes.com website and domain, with present content fully intact, to Plaintiffs;

5. That Defendants be directed to maintain a separate website for DBI, and cease causing internet traffic directed to seenohomes.com to the discoveryhomes.com website;

6. That Defendants be directed to pay prejudgment interest at the maximum rate permitted by law;

7. That Defendants be directed to pay Plaintiff compensatory damages according to proof;

8. That Defendants be directed to pay to Plaintiffs treble damages in an amount to be determined at trial;

9. For such other and further relief as the Court may deem just and proper.

Dated: August 10, 2023

DONAHUE FITZGERALD LLP

By: /s/ Kathleen B. Friend

John C. Kirke

Andrew S. MacKay

Kathleen B. Friend

Attorneys for Plaintiffs

ALBERT D. SEENO, JR. and ALBERT D.

SEENO CONSTRUCTION COMPANY, CO.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. Pro. 38(b) and Federal CRC 3-6, Plaintiffs demand a jury trial.

Dated: August 10, 2023

DONAHUE FITZGERALD LLP

By: /s/ Kathleen B. Friend

John C. Kirke

Andrew S. MacKay

Kathleen B. Friend

Attorneys for Plaintiffs

ALBERT D. SEENO, JR. and ALBERT D.

SEENO CONSTRUCTION COMPANY, CO.